

PechaKucha NFT Terms of Use

Last revised: August 12, 2022

These Terms of Use (“Terms”) apply to your receipt, minting, sale and display of PechaKucha non-fungible tokens (“PechaKucha NFTs”).

These Terms are entered into between you and PechaKucha, Inc. (“Company,” ‘PechaKucha,’ ‘PK,’ “we,” or “us”). These Terms expressly incorporate any other documents referenced herein (such as our Privacy Policy) or in a PechaKucha NFT and govern your access to and use of this site <https://genesismint.pechakucha.com> (the “Site”), as well as all content, functionality, and services offered on or through the Site, including the PechaKucha NFTs.

1. Reviewing and Accepting These Terms

Please read these Terms carefully, as they set out your rights and responsibilities when you use this Site to acquire or mint PechaKucha NFTs (the “Services”). When the right to mint each PechaKucha NFT is granted, the agreement is between the Company and the owner of the Ethereum wallet address added to the final waitlist as eligible to mint a PechaKucha NFT (“NFT minter”). If the NFT minter decides to sell or otherwise transfer the PechaKucha NFT through this Site, then this Site serves only as a platform that facilitates transactions between a transferee and a transferor and the Company is not a party to any agreement between such transferee and transferor of PechaKucha NFTs or between any other users.

All PechaKucha NFTs are stored on and accessible through the Ethereum blockchain. As such, the Company does not maintain the PechaKucha NFTs on this Site and, aside from adding the NFT minter’s Ethereum wallet address to the final waitlist of authorized-to-mint addresses and adding the final waitlist of authorized-to-mint addresses to the applicable smart contract for the PechaKucha NFTs, the Company has no control over the generation, minting, transfer, storage, ownership or maintenance of the PechaKucha NFT. When you connect your cryptocurrency wallet to the Site using a service provider such as MetaMask or Wallet Connect, you accept and agree to be bound and abide by these Terms, the terms of any applicable third-party NFT marketplace, the terms of the applicable cryptocurrency wallet service provider, and all of the terms incorporated herein by reference. By agreeing to these Terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms, you must not access or use the Site.

Please note that Section 15 contains a reference and link to an arbitration clause and class action waiver. By agreeing to these Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action. You have the ability to opt-out of this arbitration clause by sending us notice of your intent to do so within thirty (30) days of your initial agreement to these Terms.

We reserve the right to change or modify these Terms at any time and in our sole discretion. You agree and understand that by accessing or using the Site following any change to these Terms, you are agreeing to the revised Terms and all of the terms incorporated therein by reference.

Review the Terms each time you access the Site to ensure that you understand how

the Terms apply to your activities on the Site.

2. Linking Your Cryptocurrency Wallet

When you link your cryptocurrency wallet, you understand and agree that you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication credentials, private or public cryptocurrency keys, non-fungible tokens or cryptocurrencies that are stored in or are accessible through your wallet. Any unauthorized access to your cryptocurrency wallet by third parties could result in the loss or theft of PechaKucha NFTs and/or funds held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s). We are not responsible for managing and maintaining the security of your cryptocurrency wallet nor for any unauthorized access to or use of your cryptocurrency wallet. If you notice any unauthorized or suspicious activity in your cryptocurrency wallet that seems to be related to this Site, please notify us immediately.

3. Ownership

Unless otherwise indicated in writing by us, the Site, all content, and all other materials contained therein, including, without limitation, our logos, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, "Site Content") are the proprietary property of PechaKucha or our affiliates, licensors, or users, as applicable. The PechaKucha logo and any PechaKucha product or service names, logos, or slogans that may appear on the Site or elsewhere are trademarks of PechaKucha or our affiliates, and may not be copied, imitated or used, in whole or in part, without our prior written permission.

You may not use any Site Content or link to the Site without our prior written permission. You may not use framing techniques to enclose any Site Content without our express written consent. In addition, the look and feel of the Site Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of PechaKucha and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

4. Terms of Transfer

By submitting your Ethereum wallet address on the Site, you agree that you are submitting a binding offer to mint a PechaKucha NFT. You agree and understand that submitting your Ethereum wallet address on the Site does not guarantee that you will be included on the final waitlist or have the ability to mint or receive a PechaKucha NFT. By submitting your Ethereum wallet address on the Site, you agree and understand that such information can be used by us for the purposes of determining whether you are eligible for the waitlist, which determination will be made by us in our sole discretion.

In addition, when you mint, buy or sell, or otherwise transfer a PechaKucha NFT on this Site or on a third-party NFT marketplace, or otherwise, you agree to pay all applicable fees, including Ethereum gas fees, associated with the transaction.

Without limiting the generality of the foregoing, you agree and understand that you will be unable to mint a PechaKucha NFT unless you are selected to the final waitlist and agree to pay, and do pay, all associated Ethereum gas fees required for the transaction, and that

we bear no responsibility for paying any such fees on your behalf. In addition, you understand and agree that we will not be minting any PechaKucha NFTs on your behalf or transferring any PechaKucha NFTs to you, and that, subject to your payment of all applicable Ethereum gas fees, the PechaKucha NFTs will be minted by you and deposited directly into your cryptocurrency wallet upon generation.

No refunds are permitted except with respect to any statutory warranties or guarantees that cannot be excluded or limited by law.

5. Intellectual Property

Other than Site Content, all other trademarks, product names, and logos on the Site are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder. Without limiting the foregoing, if you believe that third-party material hosted on the Site infringes your copyright or trademark rights, please file a notice of infringement by following the procedure detailed on the Copyright and Intellectual Property Policy found at:

<https://www.pechakucha.com/copyrightpolicy>.

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site Content. In return, you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity; not to engage in any other activity or behavior that poses a threat to PechaKucha, Inc. (e.g., by distributing a virus or other harmful code, or through unauthorized access to the Site or other users' cryptocurrency wallets and not to interfere with other users' access to or use of the Services).

You also agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any Site Content; (2) modify or create derivative works from the Site Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site Content; (4) download any portion of the Site Content, other than for purposes of page caching, except as expressly permitted by us.

Each recipient of a PechaKucha NFT will be granted certain rights with respect to such PechaKucha NFT and its content as set forth in the terms and conditions embedded in the PechaKucha NFT.

If you are unsure whether a contemplated use of the Site Content or a PechaKucha NFT and its content would violate these Terms, please contact us at support@PechaKucha.com.

6. Taxes

You acknowledge that you are solely responsible for determining and paying to the applicable taxing authority all applicable taxes ("Taxes"), including U.S. federal and applicable state and local taxes, that you may owe as the result of the receipt, minting or any other activity with respect to PechaKucha NFTs. If you are an individual who is a United States person for U.S. federal income tax purposes (generally, a U.S. citizen or resident alien) and that you reside at an address in a State within the United States, you agree, promptly upon our request, to provide to us a properly executed Internal Revenue Service

Form W-9, or any other tax form that we determine is required in order for us to comply with applicable tax reporting obligations, as a condition of the receipt and minting of PechaKucha NFTs.

7. Privacy

You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with our [Privacy Policy \(found at: https://www.pechakucha.com/privacypolicy\)](https://www.pechakucha.com/privacypolicy) which is incorporated into these Terms.

8. Modifications

You agree and understand that we may modify part or all of this Site or the Services without notice, and that we may update these Terms and any other document incorporated by reference therein at any time.

9. Risks

Please note the following risks in accessing, purchasing, selling or using PechaKucha NFTs: The price and liquidity of blockchain assets, including PechaKucha NFTs and any cryptocurrency used to purchase or otherwise associated with the transfer of the PechaKucha NFTs, are extremely volatile and may be subject to large fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect PechaKucha NFTs, which may also be subject to significant price volatility. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of PechaKucha NFTs. PechaKucha NFTs are not legal tender and are not backed by any government. Transactions in PechaKucha NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in PechaKucha NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction. The value of PechaKucha NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for PechaKucha NFTs, which may result in the potential for permanent and total loss of value of a particular PechaKucha NFT should the market for that PechaKucha NFT disappear. You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding PechaKucha NFTs, including the suitability and appropriateness of, and tax consequences of, PechaKucha NFTs. You agree and understand that you access and use this Site at your own risk; however, this brief statement does not disclose all of the risks associated with PechaKucha NFTs and other digital assets. You agree and understand that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using PechaKucha NFTs, however caused.

10. Privacy

PechaKucha may conduct due diligence on you, which may include usage of open sources, proprietary databases and global sanctions lists and watchlists. This due diligence may also involve processing of your personal data you may have identified during the Waitlisting process. Please see the [PechaKucha Privacy Policy \(https://www.pechakucha.com/privacypolicy\)](https://www.pechakucha.com/privacypolicy) for further information on how PechaKucha will process personal data and any applicable data subject rights. You represent that all necessary notice has been provided, and/or consent obtained, as required by applicable law, for the collection, use, transfer and disclosure of the personal data of any identified or

identifiable data subject pursuant to this Terms of Use, including but not limited to the fact that such personal data may be disclosed, as reasonably necessary for the completion of the PechaKucha NFT launch, to affiliates or service providers of PechaKucha, Inc. and that for this purpose it may be necessary to transfer such personal data to other countries that may afford a different level of protection than the country of origin.

11. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY PECHAKUCHA INC, THE SITE AND ANY SITE CONTENT CONTAINED THEREIN, AND ANY AND ALL PECHAKUCHA NFTS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. PECHAKUCHA (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL (1) MEET YOUR REQUIREMENTS; (2) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (3) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.

WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE. PECHAKUCHA DOES NOT REPRESENT OR WARRANT THAT SITE CONTENT IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND SITE CONTENT SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SITE, SITE CONTENT, ANY PECHAKUCHA NFTS LISTED ON OUR SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF PECHAKUCHA NFTS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR PECHAKUCHA NFTS.

PECHAKUCHA NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT PECHAKUCHA OR ANY PECHAKUCHA, INC PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY PECHAKUCHA NFT. We are not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the PechaKucha NFTs. PechaKucha, Inc. is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting PechaKucha NFTs including

forks, technical node issues or any other issues having fund losses as a result.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PECHAKUCHA, INC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SITE, SITE CONTENT, THE SERVICES OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF PECHAKUCHA, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE, SITE CONTENT, THE SERVICES OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF PECHAKUCHA ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE, SITE CONTENT, PECHAKUCHA NFTS, OR ANY SERVICES PURCHASED ON THE SITE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT YOU HAVE PAID TO PECHAKUCHA, INC FOR THE SERVICES IN THE LAST TWELVE MONTHS OUT OF WHICH LIABILITY AROSE.

13. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless PechaKucha, Inc., and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "PechaKucha Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Site Content, or PechaKucha NFTs, (c) your violation of these

Terms, (c) your violation of the rights of a third party, including another user and (e) your failure to pay any Taxes or Sales Taxes in connection with your transactions on this Site or in connection with any transaction you effect in a PechaKucha NFT, or to provide us with a properly executed tax form described in Section 8. You agree to promptly notify us of any third party Claims and cooperate with the PechaKucha Parties in defending such Claims. You further agree that the PechaKucha Parties shall have control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US.

14. Governing Law

These Terms of Use, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms shall be governed by the laws of the State of Illinois, as if these Terms are a contract wholly entered into and wholly performed within the State of Illinois. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE AS CONTEMPLATED BY THESE TERMS SHALL BE DEEMED TO HAVE OCCURRED IN THE STATE OF ILLINOIS AND BE SUBJECT TO THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

15. Disputes and Arbitration Agreement

Carefully read the Terms of Use ('Terms of Use') as found here (<https://www.pechakucha.com/termsfuse>) for PechaKucha's arbitration rules and procedures.

Waiver of Jury Trial. YOU AND PECHAKUCHA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and PechaKucha are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement (as defined in the Terms of Use), except as otherwise indicated in this Section 15 or in the arbitration provisions in the Terms of Use referenced in this Section 15. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the State of Illinois. All other claims shall be arbitrated.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: 2300 W. Byron St., Chicago, IL 60618, within 30 days after first becoming subject to this Arbitration Agreement. You may also submit your decision to

support@PechaKucha.com. Your notice must include your name and address, the cryptocurrency wallet address you used to transact on this Site (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

16. Severability.

Except as provided herein, if any part or parts of these Terms, including the arbitration agreement referenced and included in Section 15, are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of these Terms, including the arbitration agreement referenced and included in Section 15, shall continue in full force and effect.

17. Survival of Agreement. These Terms, including the arbitration agreement referenced and included in Section 15, will survive the termination of your relationship with PechaKucha.

18. Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if PechaKucha makes any future material change to the arbitration agreement referenced and included in Section 15, you may reject that change within thirty (30) days of such change becoming effective by writing to us at the following address: 2300 W. Byron St., Chicago, IL 60618.

19. Entire Agreement

These Terms comprise the entire agreement between you and us relating to your access to and use of the Site, Site Content and any PechaKucha NFTs you have purchased or otherwise received, and supersede any and all prior discussions agreements, and understandings of any kind. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.